IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

ERIKA VILLA, Plaintiff, vs. GENESIS CREDIT MANAGEMENT, LLC Defendant .	NO. SUMMONS

TO THE DEFENDANT: GENESIS CREDIT MANAGEMENT, LLC:

A lawsuit has been started against you in the above-entitled court by the Plaintiff. This claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days (in state) or sixty (60) days (out of state) after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where a plaintiff is entitled to what has been asked for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to a notice before a default judgment may be entered.

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If you wish to seek the advice of an attorney on this matter, you should do so promptly so that your written response, if any, may be served on time.

THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

Respectfully submitted this 28th day of April, 2017.

ANDERSON SANTIAGO, PLLC

By:________________________

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IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

ERIKA VILLA, Plaintiff, vs. GENESIS CREDIT MANAGEMENT, LLC Defendant.	NO. **COMPLAINT FOR VIOLATIONS OF 15 U.S.C. § 1692 ET SEQ., 47 U.S.C. § 227, AND RCW CHAPTERS 19.16 AND 19.86 ET SEQ.**

COMES NOW Plaintiff, Erika Villa, by and through counsel, who alleges:

I. PARTIES AND JURISDICTION

1. Plaintiff Erika Villa is an individual who resides in Washington State.

2. Defendant GENESIS CREDIT MANAGEMENT, LLC ("Genesis"), a Washington Limited Liability Company, is a debt collector and collection agency doing business in Washington, and who repeatedly attempted to collect an alleged debt from the Plaintiff. Genesis Credit's registered agent is Crystal Salas, 7100 Evergreen Way Suite C, Everett, WA 98203.

3. Jurisdiction over Defendant is proper as Defendant is doing business in

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Washington State and venue is appropriate in King County, Washington.

II. FACTS

Initial Communications With Genesis

4. On or about March 22, 2017, Erika Villa received a barrage of phone calls from an unknown number. The calls were as follows:

a. 9:42 a.m. to Ms. Villa's personal cell phone number
b. 9:44 a.m. to Ms. Villa's work phone number
c. 9:46 a.m. to Ms. Villa's work phone number

5. Later, Ms. Villa's discovered a voicemail on her cell phone number. Genesis left a message and asked for a return call.

6. Ms. Villa was very concerned that Genesis was calling her work number because she is an employee of the King County Department of Public Defense and is employed as an Investigator, and her work phone number is for business use only.

7. Bowing to the pressure, she returned Genesis' call. There was no answer and the call went to voicemail. Ms. Villa did not leave a message.

8. Approximately one hour later, Genesis called Ms. Villa again on her cell phone, but did not leave a message.

9. Concerned that the frequency of calls would simply continue unabated, Ms. Villa called Genesis on the following day, March 23, 2017.

10. During the call, Ms. Villa specifically told Genesis that her work number was for business use only, and that Genesis should not, and did not have permission to call that phone number.

11. While on the phone with Genesis, Ms. Villa learned that it was attempting to collect an alleged debt related to an apartment that she had previously rented.

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12. Genesis Credit made numerous threats during the call.

13. First, Genesis threatened to obtain a copy of Ms. Villa's credit report to determine whether she had an available balance on any of her credit cards.

14. Genesis then stated that if an available balance existed that could pay the alleged debt, it would simply commit credit card fraud by charging, without permission, the amounts demanded.

15. Second, Genesis threatened to report the alleged debt to the credit bureaus. During this threat, Genesis represented that its reporting would result in lowering Ms. Villa's credit score by 50 to 100 points.

16. Third, Genesis threatened to garnish her wages, even though it did not have an enforceable judgment or any lawful way to do so.

17. Finally, Ms. Villa asked that Genesis provide documentation to show that a debt was owed.

18. Genesis e-mailed documents to Ms. Villa during the call, who asked for time to review her records.

19. Genesis threatened that if she did not call back by 5 p.m. that it would initiate litigation against her.

20. To date, on information and belief, Genesis has initiated no such litigation.

Genesis' Documentation Provided by E-mail

21. The documentation concerning the alleged debt at issue is attached as **Exhibit A**.

22. Exhibit A purports to be an invoice for amounts owed by Ms. Villa when she moved out of an apartment at 509 1st Ave. W # 411 in Seattle, WA 98119.

23. The document is defective on its face for numerous reasons.

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24. First, it purports to assess a "termination fee" equal to two months' rent. Any such termination fee would violate Washington's Residential Landlord Tenant Act, and is therefore not owed. RCW 59.18.230.

25. Second, Ms. Villa moved out of the apartment at the end of January 2017.

26. Yet for unknown reasons, Genesis attempted to collect amounts from her related to utilities and fees for the month of February.

27. In other words, Genesis represented that it could collect amounts not owed.

Genesis' Initial Collection Letter

28. Several days after the exchanges with Genesis, Ms. Villa received a letter from Genesis dated March 21, 2017. The letter is attached as **Exhibit B**.

29. In the letter, Genesis represented that Ms. Villa owed a total of $2,815.70, comprised of $2,770.16 in principal and $45.54 in interest.

30. Based on the information provided by Genesis via e-mail, this letter could not be accurate, as the amounts alleged were comprised of an illegal termination fee, utilities for time that Ms. Villa did not live in the apartment, and interest on those amounts.

Ms. Villa Disputes the Debt and Instructs Genesis Not to Call

31. On April 4, 2017, Ms. Villa exercised her state and federal rights by sending a letter to Genesis to obtain more information.

32. The letter informed Genesis that Ms. Villa disputed the debt and requested validation, as well as the name and address of the original creditor.

33. Most importantly, Ms. Villa told Genesis that they did not have permission to call her at any phone number, including her cell phone and work phone. She explicitly stated that all communication should be in writing.

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34. Ms. Villa sent the letter via certified mail, and it was delivered on April 6, 2017. The certified mail receipt and a printout of the U.S. Postal Service's certified mail tracking website are attached as **Exhibit C**.

35. It is clear that Genesis received the letter, both by the certified mail receipt and the fact that on April 14, 2017, Genesis responded to the letter. A copy of their response is attached as **Exhibit D**.

Genesis Doubles Down on Collecting Amounts Not Owed

36. The April 14, 2017 response from Genesis simply restated the same information from previous communications.

37. However this time, Genesis added more interest to the alleged balance owed, and also provided an additional ledger summarizing what was allegedly owed.

38. Again, the amounts alleged to be owed cannot be true, as they were comprised of an illegal termination fee, utilities for time that Ms. Villa did not live in the apartment, and interest on those amounts.

Genesis Continues to Call Ms. Villa

39. Despite Ms. Villa's specific oral and written statements not to contact her, especially at her job, Genesis continues to call both her work and cell phone numbers. Genesis is on specific notice that calls to Ms. Villa's workplace could jeopardize her employment.

40. Since Genesis received Ms. Villa's letter, it has called her on the following dates:

a. April 7, 2017 to her cell phone
b. April 10, 2017 to her cell phone
c. Twice on April 12, 2017 to her cell phone
d. April 14, 2017 to her cell phone
e. April 17, 2017 to her cell phone
f. Twice on April 20, 2017 to her cell phone
g. April 21, 2017 to her cell phone
h. Twice on April 21, 2017 to her work phone

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i. Twice on April 26, 2017 to her cell phone
j. Twice on April 26, 2017 to her work phone

41. On information and belief, Defendant Genesis uses an auto-dialer (and/or has a system capable of making such auto dialed calls) to make collection calls to alleged debtors.

42. As a result of Genesis' actions detailed above, Ms. Villa has had to retain counsel to ascertain her legal rights and responsibilities, which gives rise to expenses.

43. On information and belief, Ms. Villa has suffered damaged credit. Her job has been put at risk, and she has suffered financial uncertainty, unease, and distress caused by Genesis Credit's tactics, which are false improper, and confusing.

III. CAUSES OF ACTION

GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

44. With respect to the alleged debt, Plaintiff is a consumer as defined by 15 U.S.C. § 1692a(3) and Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6).

45. With respect to the alleged debt, Plaintiff is a "debtor" as defined by RCW 19.16.100(7) and Defendant is a collection agency as defined by RCW 19.16.100(4).

46. For claims arising under the Fair Debt Collection Practices Act, such claims are assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499 F.3d 926, 934 (9th Cir. 2007).

47. The discovery rule applies in FDCPA cases. *Mangum v. Action Collection Serv., Inc.*, 575 F.3d 935, 941 (9th Cir. 2009).

Count 1 (and all subcounts)

48. A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. 15 U.S.C. § 1692e. This includes the false representation of the character, amount, or legal status of a debt (§ 1692e(2)), the threat to take

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any action which cannot be legally taken (§ 1692e(5)); or the use of any false representation or deceptive means to collect or attempt to collect a debt (§ 1692e(10)).

49. Defendant used false, deceptive, or misleading representations or means in connection with the collection of an alleged debt when it:

a) Demanded amounts that were not owed via phone calls, letters, and e-mails.
b) Stated that it would unilaterally charge Ms. Villa's credit card without her consent, by obtaining the information from her credit report.
c) Threatened to lower Ms. Villa's credit score by 50 to 100 points by reporting the alleged debt on her credit.
d) Threatened to garnish her wages, even though Genesis did not have a judgment with which to facilitate such garnishment.
e) Threatening to initiate litigation if Ms. Villa did not return a call by a certain time, and then never initiating litigation.

50. Therefore, Defendant violated 15 U.S.C. § 1692e, and/or its subsections, on at least seven (7) occasions.

Count 2 (and all subcounts)

51. A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. 15 U.S.C. § 1692f.

52. Plaintiff realleges paragraph 49, *supra*, as constituting unfair and unconscionable means to collect a debt.

53. Additionally, Defendant used unfair and unconscionable means when it:

a. Called her work phone number on numerous occasions, despite being instructed not to, both verbally and in writing.
b. Called her cell phone using an auto-dialer, in violation of federal when it had no permission to do so.

54. In summary, the Defendant therefore violated 15 U.S.C. § 1692f and/or § 1692f(1) on numerous occasions.

Counts 3

55. Without prior consent, a debt collector may not communicate with a consumer at

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the consumer's place of employment if the debt collector knows or has reason to know that the consumer's employer prohibits the consumer from receiving such communication. 15 U.S.C. § 1692c(a).

56. Genesis contacted Ms. Villas place of work on at least four occasions after being informed verbally and in writing that such calls should not be made to her work.

57. Defendant therefore violated 15 U.S.C. §§ 1692c(a) and 1692c(b).

Count 4

58. If a consumer notifies a debt collector in writing or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer except under limited exceptions. 15 U.S.C. § 1692c(c).

59. Despite being informed in writing that Ms. Villa wanted no further telephone communication, Genesis repeatedly (at least fifteen times) attempted to call Ms. Villa at both her work and cell phone numbers.

60. Therefore, Defendant violated 15 U.S.C. § 1692c(c) on at least fifteen (15) occasions.

Count 5

61. A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. 15 U.S.C. § 1692d. Such conduct includes causing a telephone to ring with intent to annoy, abuse, or harass any person at the called number. *Id.*

62. Despite Ms. Villa's instructions to the contrary, Genesis continued to call her at both work and on her cell phone.

63. Often times, Genesis would make multiple calls back to back within minutes of

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each other.

64. This behavior can only be interpreted as intended to annoy, abuse, and harass Ms. Villa.

65. Therefore, Defendant violated 15 U.S.C. § 1692d on numerous occasions.

Count 6

66. If the consumer notifies the debt collector in writing that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. 5 U.S.C. § 1692g(b).

67. Erika Villa sent a letter to Genesis on April 4, 2017 disputing the debt and requesting the name and address of the original creditor.

68. Genesis received the letter on April 6, 2017.

69. Genesis responded to that letter on April 14, 2017 with the required information.

70. However, after Genesis received Ms. Villa's dispute, and before Genesis responded, it called her on multiple occasions in violation of the FDCPA.

71. Therefore, Defendant violated 5 U.S.C. § 1692g(b) on multiple occasions.

Count 7 – Telephone Consumer Protection Act ("TCPA") Violations

72. It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States to make any call using an automatic telephone dialing system or an artificial prerecorded voice to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio

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common carrier service, or any service for which the called party is charged for the call. 47 U.S.C. § 227(b)(1)(A)(iii).

73. Genesis was informed on April 6, 2017 that it did not have permission to call her cell phone.

74. Despite this knowledge, Defendant have made no less than eleven, and probably more, phone calls to Plaintiff's cell phone using an automatic telephone dialing system.

75. Defendant therefore violated 47 U.S.C. § 227(b)(1)(A)(iii) on at least eleven (11) occasions.

Count 9 - Injunctive Relief (Telephone Consumer Protection Act)

76. A person or entity who has a claim under the Telephone Consumer Protection act may bring an action based on a violation of 47 U.S.C. § 227 or the regulations prescribed under this subsection to enjoin such violation. 47 U.S.C. § 227(b)(3)(A).

77. Plaintiff does seek injunctive relief from this Court which would enjoin Defendants from making phone calls in the manner described above to both Plaintiff and any other person similarly situated. *Id.*

78. Specifically, Plaintiff seeks an injunction prohibiting Defendants from their unlawful tactics, including but not limited to making calls to consumers on their cell phones using auto dialers when such permission has not been given, or such permission has been revoked.

79. Plaintiff has reason to believe these actions make up a pattern and practice of behavior and have impacted other individuals similarly situated.

80. Injunctive relief is necessary to prevent further injury to Plaintiff and to the Washington public as a whole.

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81. Injunctive relief should therefore issue as described herein.

GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS

82. Violations of RCW 19.16.250 are per se violations of the Consumer Protection Act ("CPA"), RCW chapter 19.86.[1] *See* RCW 19.16.440. RCW 19.86.090 provides for treble damages (to a limit of $25,000) and attorney's fees.

83. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

84. Even minimal or nominal damages constitute "injury" under the CPA. *Panag*, 166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even "unquantifiable damages" suffice to establish "injury" for purposes of the CPA. *Id.* (citing *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

Count 9

85. RCW 19.16.250(21) prohibits the collection, or attempted collection, of any amounts in addition to the principal of a claim other than allowable interest, collection costs, or handling fees expressly authorized by statute, and, in the case of suit, attorney's fees and taxable court costs.

86. Here, Defendant demanded money (by phone, email, and letters) for a "debt" barred by law.

87. Even if some obligation was valid, the Defendant sought amounts which could not be legally collected.

88. Each attempt to collect money from Ms. Villa constitutes a separate attempt to

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[1] *See Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) ("Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA…").

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collect the debt.

89. Defendant therefore violated RCW 19.16.250(21) upon each debt collection attempt, including but not limited to the telephone calls, the letters, and emails.

Count 10

90. A collection agency shall not represent or imply that an existing obligation may be increased by the addition of any charges when in fact such charges may not be legally added to the obligation. RCW 19.16.250(15).

91. Plaintiff realleges paragraphs 86-88, *supra.*

92. Defendant therefore violated RCW 19.16.250(15) on numerous occasions.

Count 11

93. A collection agency shall not communicate with a debtor or anyone else in such a manner as to harass, intimidate, threaten, or embarrass a debtor. RCW 19.16.250(13). A communication is presumed to be made for purposes of harassment if a communication is made more than three times in a single week (RCW 19.16.250(13)(a)) or to an employer more than one time in a week (RCW 19.16.250(13)(b)).

94. Defendant placed numerous calls to Plaintiff's employer, despite specifically being told not to call that number, in a manner which was designed to intimidate and frighten Ms. Villa into paying an illegitimate debt.

95. Furthermore, Defendant called Ms. Villa's place of employment more than once in a single week on at least three (3) occasions, and called her more than three times in a single week on at least three (3) occasions.

96. Defendants therefore violated RCW 19.16.250(13).

Count 12

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97. Upon the request of a debtor, a collection agency shall provide the name of the original creditor to whom the debtor owed the claim to the debtor or cease efforts to collect on the debt until this information is provided. RCW 19.16.250(8)(b).

98. Erika Villa sent a letter to Genesis on April 4, 2017 disputing the debt and requesting the name and address of the original creditor.

99. Genesis received the letter on April 6, 2017.

100. Genesis responded to that letter on April 14, 2017 with the required information.

101. However, after Genesis received Ms. Villa's dispute, and before Genesis responded, it called her on multiple occasions in violation of the FDCPA.

102. Therefore, Defendant violated RCW 19.16.250(8)(b) on multiple occasions.

Count 13

103. A collection agency shall not threaten the debtor with impairment of his or her credit rating if a claim is not paid. RCW 19.16.250(11).

104. On a phone call to Ms. Villa, Genesis specifically threated to impair Ms. Villa's credit rating if the alleged claim was not paid.

105. Genesis even went as far as to specify exactly how damaging such reporting would be to Ms. Villa's credit, identifying a 50-100 point drop. This, of course, caused great concern to Ms. Villa.

106. Defendant therefore violated RCW 19.16.250(11).

Count 14

107. A debt collector shall not intentionally block its telephone number from displaying a debtor's telephone. RCW 19.16.250(19).

108. On information and belief, on at least four occasions Genesis called Ms. Villa using

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an alternate phone number to induce her into answering the phone.

109. Therefore, Defendant violated RCW 19.16.250(19) on at least four (4) occasions.

Count 15

110. A collection agency may not threaten to take any action against the debtor which the collection agency cannot legally take. RCW 19.16.250(16).

111. Genesis, however, threatened to charge Ms. Villa's credit card without permission in order to satisfy the alleged debt.

112. Genesis also threatened to garnish Ms. Villa's wages when it had no legal ability to do so.

113. Genesis therefore violated RCW 19.16.2540(16) on at least two (2) occasions.

Count 16 – Injunctive Relief

114. A plaintiff may seek injunctive relief for violations of the Consumer Protection Act. RCW 19.86.090.

115. Plaintiff does seek injunctive relief from this Court which would enjoin Defendant from collecting debts in the manner described above from both Plaintiff and any other person similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).

116. Specifically, Plaintiff seeks an injunction prohibiting Defendant from its unlawful collection tactics, including but not limited to demanding money that is not owed, and engaging in such behavior as calling debtors with unreasonable frequency and despite being instructed not to call.

117. Plaintiff has reason to believe these actions make up a pattern and practice of behavior and have impacted other individuals similarly situated.

118. Injunctive relief is necessary to prevent further injury to Plaintiff and to the

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Washington public as a whole.

119. Injunctive relief should therefore issue as described herein.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

1. For Judgment against Defendant for actual damages.

2. For statutory damages of $1,000.00, for FDCPA violations.

3. For statutory damages of $500 per violation, for Telephone Consumer Protection Act violations.

4. For statutory damages of $2,000.00 per violation, for Washington Collection Agency Act and Consumer Protection Act violations.

5. For treble damages, pursuant to RCW 19.86.090, calculated from the damages determined by the court.

6. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3).

7. For injunctive relief pursuant to 47 U.S.C. § 227 as described above.

8. For injunctive relief pursuant to RCW 19.86.090 as described above.

Respectfully submitted this 28th day of April, 2017.

ANDERSON SANTIAGO, PLLC

By:____________________
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EXHIBIT A

BONAVISTA
REAL ESTATE MANAGEMENT

02/09/2017

Erika Villa
[redacted]

Dear Erika Villa:

We greatly appreciate the time you spent living with us and hope that you were satisfied with your apartment. Please see the included statement for a listing of final move out charges and applied deposits. Your final balance due is:

$2,770.16

If the balance is zero and you are entitled to a refund, a check has been included with this letter. If a balance is due, please mail a money order or cashier's check to the address below. Please note that checks will not be accepted. **Accounts that remain unpaid after 14 days will be sent to collections.** Please feel free to contact us if you have any questions.

Thank you,

Property Manager
509 1st
306 Queen Anne Ave N #103
Seattle WA 98109

Erika Villa
509 1st Ave W 411
Seattle
98119

BONAVISTA
REAL ESTATE MANAGEMENT

Mail to:
509 1st
306 Queen Anne Ave N #103
Seattle WA 98109

Resident code	t0001734
Statement Date	2/9/2017
Due Date	Upon Receipt
Amount Due	$2,770.16
Property	509 1st
Unit #	411
Amount Enclosed	$________.__

Please detach and return this stub with your payment

Statement Date	2/9/2017
Due Date	Upon Receipt

Invoice

Account Detail

Property Name	Unit Number	Resident Name	Resident Code
509 1st	411	Erika Villa	t0001734

Date	Description	Charges	Payments	Balance
				0.00
01/01/2017	Gas Service	3.99		3.99
01/01/2017	Gas Base Charge	0.73		4.72
01/01/2017	Utility Administrative Fee	4.00		8.72
01/01/2017	Trash Service	8.83		17.55
01/01/2017	Sewer Service	20.01		37.56
01/01/2017	Water Service	9.49		47.05
01/01/2017	Water Base Service	1.88		48.93
01/01/2017	Parking (01/2017)	150.00		198.93
01/01/2017	Rent (01/2017)	1,510.00		1,708.93
01/04/2017	Late Fee	50.00		1,758.93
01/10/2017	Late Fee, 6 days @ $15.00/day	90.00		1,848.93
01/12/2017	:ACH-WEB - Online Payment - EFT Payment Mobile Web - Resident Services		1,848.93	
01/30/2017	Gas Service for 30 Days	3.90		3.90
01/30/2017	Gas Base Charge for 30 Days	0.60		4.50
01/30/2017	Trash Service for 30 Days	8.10		12.60

Erika Villa
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Seattle
98119

BONAVISTA
REAL ESTATE MANAGEMENT

Mail to:
509 1st
306 Queen Anne Ave N #103
Seattle WA 98109

Resident code	t0001734
Statement Date	2/9/2017
Due Date	Upon Receipt
Amount Due	$2,770.16
Property	509 1st
Unit #	411
Amount Enclosed	$________.__

Please detach and return this stub with your payment

Statement Date	2/9/2017
Due Date	Upon Receipt

Invoice

Account Detail

Property Name	Unit Number	Resident Name	Resident Code
509 1st	411	Erika Villa	t0001734

Date	Description	Charges	Payments	Balance
01/30/2017	Water Base Service for 30 Days	1.80		14.40
01/30/2017	Sewer Service for 30 Days	20.01		34.41
01/30/2017	Water Service for 30 Days	9.49		43.90
01/30/2017	Utility Administrative Fee for 30 Days	4.00		47.90
01/30/2017	:Security Deposit credit	-300.00		-252.10
01/30/2017	:Key Deposit credit	-40.00		-292.10
01/30/2017	Termination Fee, equal to 2 months rent	3,020.00		2,727.90
02/01/2017	Gas Service	4.61		2,732.51
02/01/2017	Gas Base Charge	0.73		2,733.24
02/01/2017	Utility Administrative Fee	4.00		2,737.24
02/01/2017	Trash Service	8.79		2,746.03
02/01/2017	Sewer Service	15.09		2,761.12
02/01/2017	Water Service	7.16		2,768.28
02/01/2017	Water Base Service	1.88		2,770.16

Total Due **2,770.16**

EXHIBIT B

GENESIS CREDIT MANAGEMENT, LLC
7100 EVERGREEN WAY STE C EVERETT, WA 98203
TOLL FREE: 866-863-9194 MONDAY-FRIDAY 8AM TO 5PM PST
MAILING ADDRESS: PO BOX 3630 EVERETT, WA 98213

MARCH 21, 2017

VILLA, ERIKA

Account#: 0003985937

[redacted]

Original Creditor: 509 1ST APARTMENTS
Placed for Collections on: 03/20/17

Principal Due:	$2770.16
Interest Due:	$45.54
Total Due:	$2815.70

Dear ERIKA VILLA

Your past due account has been referred to our office for collection. Please remit payment in full or contact our office to make amicable arrangements. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor if different from the current creditor.

Sincerely,
GENESIS CREDIT MANAGEMENT
Account Representative
866-863-9194

This communication is from a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

EXHIBIT C

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

EVERETT, WA 98203

OFFICIAL USE

Certified Mail Fee $3.35
$ $0.00

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04

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $ $0.00
- ☐ Return Receipt (electronic) $ $0.00
- ☐ Certified Mail Restricted Delivery $ $0.00
- ☐ Adult Signature Required $ $0.00
- ☐ Adult Signature Restricted Delivery $

Postage $0.49
$

Total Postage and Fees $3.84
$

Postmark Here: FINANCE STATION APR - 4 2017
04/04/2017

Sent To: Genesis Credit MGMT
Street and Apt. No., or PO Box No.: 7100 Evergreen WAy Ste C
City, State, ZIP+4®: Everett, WA 98203

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking® Results

FAQs > (http://faq.usps.com/?articleId=220900)

Track Another Package +

Remove X

Tracking Number: 70161370000007683605

Delivered

On Time
Updated Delivery Day: Thursday, April 6, 2017

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
April 6, 2017, 9:18 am	**Delivered, Left with Individual**	**EVERETT, WA 98203**
Your item was delivered to an individual at the address at 9:18 am on April 6, 2017 in EVERETT, WA 98203.		
April 6, 2017, 8:54 am	Out for Delivery	EVERETT, WA 98203
April 6, 2017, 7:53 am	Sorting Complete	EVERETT, WA 98203
April 6, 2017, 5:17 am	Arrived at Unit	EVERETT, WA 98201

See More

Available Actions

Text Updates

Email Updates

See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (http://faq.usps.com/?articleId=220900)

EXHIBIT D

GENESIS CREDIT MANAGEMENT, LLC
7100 EVERGREEN WAY STE C EVERETT, WA 98203
TOLL FREE: 866-863-9194 MONDAY-FRIDAY 8AM TO 5PM PST
MAILING ADDRESS: PO BOX 3630 EVERETT, WA 98213

APRIL 14, 2017

Account#: 0003985937

VILLA,ERIKA

[redacted]

RE: Original Creditor: 509 1ST APARTMENTS
Placed for Collections on: 03/20/17

Principal Due:	$2770.16
Interest Due:	$67.39
Total Due:	$2837.55

Dear ERIKA VILLA

In reference to your recent request, please find enclosed validation of debt you requested with 509 1ST APARTMENTS.

Please remit the balance in full of $2837.55 ontact our office to discuss this debt.

Should you have any further questions, please contact the undersigned below.

Sincerely,

ALEX COOK
Account Representative
866-863-9194

This is an attempt to collect a debt and information obtained will be used for that purpose. Your account accrues interest at a rate of 012.00 percent per annum.

BONAVISTA
REAL ESTATE MANAGEMENT

02/09/2017

Erika Villa
[redacted]

Dear Erika Villa:

We greatly appreciate the time you spent living with us and hope that you were satisfied with your apartment. Please see the included statement for a listing of final move out charges and applied deposits. Your final balance due is:

$2,770.16

If the balance is zero and you are entitled to a refund, a check has been included with this letter. If a balance is due, please mail a money order or cashier's check to the address below. Please note that checks will not be accepted. **Accounts that remain unpaid after 14 days will be sent to collections.** Please feel free to contact us if you have any questions.

Thank you,

Property Manager
509 1st
306 Queen Anne Ave N #103
Seattle WA 98109

Erika Villa
509 1st Ave W 411
Seattle
98119

BONAVISTA
REAL ESTATE MANAGEMENT

Mail to:
509 1st
306 Queen Anne Ave N #103
Seattle WA 98109

Resident code	t0001734
Statement Date	2/9/2017
Due Date	Upon Receipt
Amount Due	$2,770.16
Property	509 1st
Unit #	411
Amount Enclosed	$______.__

Please detach and return this stub with your payment

Statement Date	2/9/2017
Due Date	Upon Receipt

Invoice

Account Detail

Property Name	Unit Number	Resident Name	Resident Code
509 1st	411	Erika Villa	t0001734

Date	Description	Charges	Payments	Balance
				0.00
01/01/2017	Gas Service	3.99		3.99
01/01/2017	Gas Base Charge	0.73		4.72
01/01/2017	Utility Administrative Fee	4.00		8.72
01/01/2017	Trash Service	8.83		17.55
01/01/2017	Sewer Service	20.01		37.56
01/01/2017	Water Service	9.49		47.05
01/01/2017	Water Base Service	1.88		48.93
01/01/2017	Parking (01/2017)	150.00		198.93
01/01/2017	Rent (01/2017)	1,510.00		1,708.93
01/04/2017	Late Fee	50.00		1,758.93
01/10/2017	Late Fee, 6 days @ $15.00/day	90.00		1,848.93
01/12/2017	:ACH-WEB - Online Payment - EFT Payment Mobile Web - Resident Services		1,848.93	
01/30/2017	Gas Service for 30 Days	3.90		3.90
01/30/2017	Gas Base Charge for 30 Days	0.60		4.50
01/30/2017	Trash Service for 30 Days	8.10		12.60

Erika Villa
509 1st Ave W 411
Seattle
98119

BONAVISTA
REAL ESTATE MANAGEMENT

Mail to:
509 1st
306 Queen Anne Ave N #103
Seattle WA 98109

Resident code	t0001734
Statement Date	2/9/2017
Due Date	Upon Receipt
Amount Due	$2,770.16
Property	509 1st
Unit #	411
Amount Enclosed	$________.__

Please detach and return this stub with your payment

Statement Date	2/9/2017
Due Date	Upon Receipt

Invoice

Account Detail

Property Name	Unit Number	Resident Name	Resident Code
509 1st	411	Erika Villa	t0001734

Date	Description	Charges	Payments	Balance
01/30/2017	Water Base Service for 30 Days	1.80		14.40
01/30/2017	Sewer Service for 30 Days	20.01		34.41
01/30/2017	Water Service for 30 Days	9.49		43.90
01/30/2017	Utility Administrative Fee for 30 Days	4.00		47.90
01/30/2017	:Security Deposit credit	-300.00		-252.10
01/30/2017	:Key Deposit credit	-40.00		-292.10
01/30/2017	Termination Fee, equal to 2 months rent	3,020.00		2,727.90
02/01/2017	Gas Service	4.61		2,732.51
02/01/2017	Gas Base Charge	0.73		2,733.24
02/01/2017	Utility Administrative Fee	4.00		2,737.24
02/01/2017	Trash Service	8.79		2,746.03
02/01/2017	Sewer Service	15.09		2,761.12
02/01/2017	Water Service	7.16		2,768.28
02/01/2017	Water Base Service	1.88		2,770.16
			Total Due	**2,770.16**

DEPOSIT REIMBURSEMENT WORKSHEET

Property:	
509 First Avenue West	

Apartment Number:	411

Tenant Name and Forwarding Address:
Erika Villa
[redacted]

Length of Occupancy:	
Move-In Date:	9/5/2015
Move-Out Date:	1/30/2017
Total Occupancy in Months:	16 mo
Lease Term Ends:	8/31/2017

Reason for Moving/Notes
could no longer afford unit

Deposits and Credits:	
Security Deposit / Key Fob:	$300.00
Pet Deposit:	$40.00
Prepaid:	$0.00
Total Deposit andCredits:	$340.00

Move-out Expense Calculation — *All chargeable maintenance hours at $[illegible] per hour

Item	Cost	% to tenant (see chart)	Charge to Tenant
Rent / Utilities Due - 12/31/16 to 1/30/2017	$90.16	100%	$90.16
Termination Fee per Lease Agreement - equal to 2-month's rent or $3	$3,020.00	100%	$3,020.00
Late Fees, NSF Fees, Additional Bal Due/legal fees	$0.00	100%	$0.00
Concession Payback	$0.00	0%	$0.00
Garbage	$0.00	100%	$0.00
Unit Cleaning - no charge, tenant cleaned	$0.00	100%	$0.00
Carpet Cleaning	$0.00	100%	$0.00
Carpet Replacement -	$0.00	0%	$0.00
Painting Supplies		100%	$0.00
Appliances -	$0.00	0%	$0.00
Blinds	$0.00	0%	$0.00
Extermination Expenses	$0.00	100%	$0.00
Misc Maint supplies not due to normal wear and tear	$0.00	100%	$0.00
Paint Maint hours, none required	$0.00	100%	$0.00
Misc Maint hours not due to normal wear and tear	$0.00	100%	$0.00
Keys - Pool key not returned (Non Duplicate)	$0.00	0%	$0.00

Total Charges to Tenant:	$3,110.16
Total Deposits and Credits:	$340.00
Balance Due From Resident:	$2,770.16
Refundable Deposit Forfeited:	$0.00
Amount of Resident Refund:	-$2,770.16

The following percentages assume the unit was fully painted and/or carpet was new when the resident moved in. You will need to adjust the following percentages if that is not the case. If the carpet/appliance was not new at move in, the tenant is only responsible for remaining unused useful life of the carpet or appliance we did not receive because of abnormal wear and tear. Always use the move-in inspection report as a guide. Ask your regional manager for assistance if needed.

(1) - Percent of Paint Expense to Tenant based on Length of Occupancy

1-14 Months - 100%
15-25 months - 75%
Over 26 months - 50%

(2) - Percent of Carpet /Appliance Replacement Expense to Tenant (if replacement is required) based on unused remaining useful life.

1-12 Months - 20% | 13-24 months - 40% | 25-36 months - 60% | 37-48 months - 80%
48-60 months - 100%